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COLLECTIVE BARGAINING AGREEMENT

Between

WATER COMMISSIONERS of The Mayor  
and Board of Aldermen of the  
Town of Dover

-and-

LOCAL 37, AN AFFILIATE OF THE  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA

74-76

.....

THIS A G R E E M E N T, made and entered into this 12<sup>th</sup> day of December, 1973, by and between the WATER COMMISSIONERS of The Mayor and Board of Aldermen of the Town of Dover, a municipal corporation of the State of New Jersey (hereinafter referred to as "Commissioners") and LOCAL 37, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter referred to as the "Union"):

W I T N E S S E T H

WHEREAS the Commissioners are a public entity dedicated to the safety, health, welfare, convenience and service of the public, and it is the purpose of this Agreement to maintain the quality and efficiency of the Commissioners' facilities and services and to establish and promote a harmonious relationship between the Commissioners and the Union and to prescribe the rights of those full-time employees of the Commissioners who are members of the Union, and to provide orderly and peaceful procedures for the resolution of differences;

NOW, THEREFORE, in consideration of the mutual promises and benefits herein contained it is agreed as follows:

SECTION 1. RECOGNITION

The Commissioners recognize the Union as the exclusive collective bargaining representative for the employees of the Commissioners, it being agreed that this unit excludes clerical and supervisory employees.

SECTION 2. CHECK-OFF

The Commissioners agree to deduct Union membership dues and assessments from the wages of an employee in accordance with appropriate written authorization signed by the employee while such written authorization is in effect.

### SECTION 3. MANAGEMENT

(a) It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the Commissioners, among which are the direction and operation of the Dover Water Department, the types of work to be performed, (including subcontracting, if deemed necessary), the work assignments of employees, the machinery, tools and equipment to be used, shift schedules and hours of work, the making and enforcing of rules and regulations for discipline and safety of their employees, and whatever action may be necessary in situations of emergency, as determined by the Commissioners. None of the rules and regulations so formulated or as changed from time to time, shall be inconsistent with this Agreement.

(b) The promotion, transfer, discharge or discipline for cause and layoff are the sole functions of the Commissioners except as may herein otherwise be provided or limited by any applicable provision of this Agreement.

### SECTION 4. WAGES

From January 1, 1974 until midnight, December 31, 1974, each employee shall receive a wage increase per hour of seven per cent (7%) of the regular straight time wages per hour he received during 1973 (without considering in any manner any wages paid for overtime). In addition, from January 1, 1974 until midnight, December 31, 1974, the following two employees shall also receive wage adjustment increments per hour (stated in terms of per annum) as follows: Richard Garrison, \$600; Steven Chervnsik, \$400.

### SECTION 5. HOURS OF WORK

The workweek shall be Monday through Friday, from 8:00 A.M. to 4:30 P.M. each day, with a one-half hour lunch

period. The Commissioners reserve the right to change and alter the workweek and work schedules as their needs and the needs of the public may require, but will discuss any such changes with the Union before putting them into effect.

SECTION 6. OVERTIME

(a) Overtime at the rate of time and one-half shall be paid for all hours worked over 8 hours in any one working day.

(b) When the workweek is Monday through Friday, overtime shall be paid at the rate of time and one-half for all hours worked on a Saturday and at the rate of double time for all hours worked on a Sunday.

(c) If an employee works on an observed holiday (or vacation day), he shall receive his normal holiday pay (or normal vacation pay) plus (A) one and one-half times his regular straight time rate per hour for each hour worked between 8:00 A.M. and 4:30 P.M. and (B) double his regular straight time rate per hour for each hour worked during other hours of that holiday (or vacation day).

(d) For purposes of calculating overtime pay, a Saturday, Sunday, holiday or vacation day shall run from midnight to midnight. For example, if an employee works from 8:00 P.M. on a Sunday until 2:00 A.M. the next day, he would be entitled to double time for 4 hours and time and one-half for two hours.

(e) When an employee has been called out for work, which qualifies for overtime, or performs scheduled work which qualifies for overtime, he shall be paid for a minimum of one hour at the appropriate rate.

(f) All work to be eligible for overtime pay must have been authorized. Overtime shall be distributed as equitably as practicably possible.

(g) As soon as reasonably possible after the first of each month, a list of the hours of overtime of each employee for the previous month shall be posted on a bulletin board at the Water Department Service Building and remain posted there until the end of the month.

SECTION 7. HOLIDAYS

The employees shall be entitled to the following twelve (12) paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If any of the above holidays falls on a Saturday, then the previous Friday shall be considered the observed holiday. If any holiday falls on a Sunday, then the following Monday shall be considered the observed holiday.

In addition, the employees shall be entitled to a paid holiday whenever the Dover Town Hall is closed for an entire weekday, even when such entire weekday is not among any of the above holidays.

SECTION 8. VACATIONS

Vacations shall be granted to employees on the basis of the following schedule (an employee must, in each instance, have completed the year or years of service):

1 through 10 years.....	12 work days
11 through 15 years.....	15 work days
16 through 20 years.....	18 work days
21 years or more.....	21 work days

In cases of conflict, selection of vacation periods shall be made in order of seniority. The time when vacations are taken is subject to approval by the Water Superintendent in light of work schedules.

#### SECTION 9. PERSONAL DAYS

Each employee, after at least three fully completed calendar months of service, shall be entitled to three "personal days" during each calendar year. A "personal day" is defined as an entire day on which the employee would normally work but which he may take off, with pay, and without giving any reason provided at least twenty-four hours' notice is given to the Water Superintendent and subject to his approval in light of work schedules. A personal day may not be tacked on to any holiday (Section 7), vacation day (Section 8) or "death in the family" day (Section 13), or onto any weekend day before or after any of the foregoing unless there are extenuating circumstances and such tacking meets with the Water Superintendent's approval (which shall not be unreasonably withheld). Personal days shall not be cumulative from year to year except that one unused personal day only may be carried to the following year only but in no event shall any employee have more than four personal days available during any one calendar year.

#### SECTION 10. LONGEVITY PAY

After completing eight full years of service, each employee shall begin receiving \$200 per year thereafter in addition to his regular wages. After completing fifteen full years of service, each employee shall begin receiving another \$200 per year thereafter (making a total of \$400 per year) in addition to his regular wages. In each instance, the payments of \$200 or \$400 shall be spread evenly over the pay days during the next following twelve months. Any such payments of \$200 or \$400 per year shall not be considered in any manner whenever pay for overtime is determined.

SECTION 11. GRIEVANCE PROCEDURE

(a) It is the policy of the Commissioners that every employee at all times be treated fairly, courteously, and with respect. Conversely, each employee is expected to accord the same treatment to the Commissioners, his associates, supervisors, and to the public.

(b) Whenever an employee has a grievance, he should first present it verbally (or in writing if the employee chooses) to the Superintendent of the Dover Water Department. It is the responsibility of the Superintendent to attempt to arrange a mutually satisfactory settlement of the grievance within three (3) working days of the time when it was first presented to him, or failing in that, must within that time advise the employee of his inability to do so.

(c) Within thirty calendar days after an employee is informed by the Superintendent that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the employee must, if he wishes to present the grievance to higher authority, do so in writing in the following manner:

(A) The employee will prepare the grievance in writing in duplicate. The grievance should be stated as completely and as clearly as possible, in order to permit prompt handling. One copy of the grievance shall be immediately placed in the hands of the Clerk of the Commissioners.

(B) The other copy of the grievance shall be presented by the employee to the Superintendent (to whom the grievance was made verbally). The Superintendent will report the

facts and events which led up to its presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning this grievance. Within two working days after receipt of the written grievance, the Superintendent must present it with the information required to the Clerk of the Commissioners.

(C) The Commissioners will attempt to find a mutually satisfactory solution to the grievance as soon as reasonably possible within thirty calendar days after the Clerk receives the Superintendent's written report.

(D) All papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file. Notification of the action taken concerning the grievance shall be transmitted in writing to the employee within seven calendar days of such action.

#### SECTION 12. ARBITRATION

If a grievance is not settled under the grievance procedure established in Section 9 and if the subject matter of the grievance is not covered by the Laws of Civil Service of the State of New Jersey or by the Rules and Regulations of the Department of Civil Service of the State of New Jersey, the employee, after more than twenty-one days after receiving written notification of the action of the Commissioners, may submit the grievance, after giving notice in writing to the Commissioners of his intent to do so, to an Arbitrator appointed by the Public Employment Relations Commission of the State of New Jersey (PERC). The Arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both the employee



and the Commissioners. The cost of the fees of the Arbitrator shall be equally shared by the Union and the Commissioners.

SECTION 13. DEATH IN THE FAMILY

An employee shall be allowed time off without loss of pay for four successive calendar days next following the date of a death in his immediate family. The immediate family is defined as wife or husband, parents, children, and mother-in-law and father-in-law. An employee shall receive one day off without loss of pay to attend the funeral of any other relative.

SECTION 14. JURY DUTY

An employee who loses time from his job because of jury duty, shall be paid the difference between his regular rate for eight (8) hours and the daily jury fee.

SECTION 15. HOSPITALIZATION

The Commissioners shall continue to pay the entire cost for Individual Coverage of Blue Cross-Blue Shield, plus Rider J and Individual Coverage of Major Medical for each full-time, permanent employee. In addition, the Commissioners shall pay for Family Coverage of Blue Cross-Blue Shield, plus Rider J and Family Coverage of Major Medical for any employee who has been employed by the Commissioners for more than one (1) year.

SECTION 16. RIGHTS OF VISITATION

The business agent or his representative or any officer of the Union shall have admission to the Commissioners' premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the

privilege of roaming about the premises, but shall first apply to the Water Superintendent for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not in any way interfere with the operation of the Water Department during working hours and that this privilege be so exercised as to keep at a minimum time lost thereby to the Commissioners.

SECTION 17. NO STRIKE - NO LOCKOUT

The Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage, or any other type of organized interference, coercive or otherwise, with the Commissioners' business, and further that the Union will do everything in its power to prevent its members from participating in any such unauthorized activity. The Commissioners agree not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

SECTION 18. NO DISCRIMINATION

Neither the Commissioners nor the Union shall discriminate against any employee regardless of race, creed, sex, age, color, political or religious affiliation or national origin.

SECTION 19. BULLETIN BOARDS

One bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities, at each location where men assemble for work assignments.

SECTION 20. UNIFORMS

The Commissioners shall supply the meter readers with uniforms and the other employees with appropriate work clothes.

SECTION 21. RULES AND REGULATIONS

The Commissioners have the right to continue to establish reasonable rules and regulations governing the operations of the Dover Water Department and the conduct of its personnel.

SECTION 22. USE OF CAR BY METER READERS

When an employee uses his own car in connection with his duties of meter reading, he shall be paid \$2.50 per day for each day when such use is authorized by the Water Superintendent. For purposes of calculating such pay, a day shall run from midnight to midnight.

SECTION 23. MAINTENANCE OF STANDARDS

The Commissioners agree that the general working conditions of the Dover Water Department shall be generally maintained at the standards in effect at the time of the signing of this Agreement but the conditions of employment shall be changed whenever specific provisions for change are made elsewhere in this Agreement.

SECTION 24. COVERAGE

It is recognized that only full-time, permanent employees are covered by the provisions of this Agreement.

SECTION 25. APPLICABILITY OF CIVIL SERVICE

It is recognized that the Commissioners and the employees of the Commissioners are subject to and covered by the Laws of Civil Service of the State of New Jersey and by the Rules and Regulations of the Department of Civil Service of the State of New Jersey. If any provision of this Agreement is inconsistent with the Laws of Civil Service or with the Rules or Regulations of the Department of Civil Service, such provision of this Agree-

ment shall be superseded by such laws or by such rules or regulations.

SECTION 26. SEVERABILITY

If any provision of this Agreement is in conflict with any law of the State of New Jersey, including any Rule or Regulation of the Department of Civil Service, such provision, to the extent of such conflict, shall be null and void, but all other provisions of this Agreement shall remain in full force and effect.

SECTION 27. DURATION OF AGREEMENT

All of the provisions of this Agreement shall be effective from January 1, 1974 until midnight, December 31, 1976, except the provisions of Section 4 governing the increase in hourly wages which are subject to renegotiation for the year 1975 during the latter part of 1974 and subject to renegotiation for the year 1976 during the latter part of 1975.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers, the day and year first above written.

Attest:

Josephine M. Cretnik  
Josephine M. Cretnik, Clerk

WATER COMMISSIONERS

By Francis C. Rubury  
Francis C. Rubury, President  
W. M. Harper  
William M. Harper, Commissioner  
Archibald Nicholas  
Archibald Nicholas, Commissioner

LOCAL 37, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

Attest:

Angela Calia

By Albert Baclar  
Albert Baclar, President  
David R. Warner  
John W. Huber  
William Bruce